

## **GovWorks Service Agreement**

### **GovWorks agrees to:**

1. Work with the client agency to develop acquisition requirements and performance expectations.
2. Manage all phases of the acquisition lifecycle from requirement development to contract closeout.
3. Respond promptly to each inquiry concerning the process and project status, and maintain a professional, courteous relationship with the client agency.
4. Assist in the development of a project description that is sufficiently complete, given the particular nature of the acquisition, to meet the requirements of 31 U.S.C. § 1501(a) (1) (B).
5. Exercise our best efforts, based on information provided by the ordering agency, to assist them in fulfilling their duty to comply with the *bona fide* needs rule of 31 U.S.C. § 1502 by ensuring that:
  - a. funds are re-obligated within a reasonable period of time after initial obligation by the client, taking into account all of the circumstances of the acquisition;
  - b. transactions are reported accurately and in a timely fashion; and
  - c. controls are implemented and exercised to ensure compliance with all applicable fiscal law statutes and regulations.
6. Assist the client agency with the development of an acquisition strategy and plan.
7. Work with the client agency to conduct a market survey and market research, and develop a Statement of Work (SOW) or Statement of Objectives (SOO).
8. Evaluate the SOW or SOO and make recommendations to enhance the acquisition process
9. Solicit proposals through open market or using appropriate schedules or other existing contracts to allow for full competition for award to ensure the best value for the government.
10. Perform an independent price or cost analysis to ensure that the Government receives the supplies or services requested at a fair and reasonable cost.
11. Provide advice on performance-based service contract and project management requirements.
12. Appoint a Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR) based on our client's recommendation and the qualifications of the nominee, meeting all required training and certifications.
13. Provide assistance to create valid quote/proposal evaluation criteria.
14. Provide agreed upon evaluation forms.
15. Provide due diligence assistance, schedule oral presentations and advise the client agency during the evaluation process.
16. Undertake to develop, award, and administer Federal Acquisition Regulation (FAR) compliant contracts. Comply with DFARS subsections 208.405-70 and/or 216.505-70, for orders placed by non-DoD agencies on behalf of DoD if our client is a military department or DoD agency.
17. Affect the timely delivery of goods and services.
18. Administer the contract and meet periodically with the program office and the contractor on performance objectives.
19. Provide legal reviews and representation for disputes/claims.
20. Maintain accurate records and files from project initiation through contract closeout.
21. Collect and report performance information for each acquisition.
22. Approve all invoices following COTR or RO review.
23. Inform the client agency of the progress of each phase of the acquisition process, and alert the client agency to any performance issues that arise.
24. Annotate acquisition reports to identify and report awards issued for the funding agency.
25. Develop opportunities for small businesses and provide small business experts to identify capable firms.

26. Provide accurate financial transaction information through a secure web portal.
27. Be a good steward of the client agency's funds, and to use these funds in compliance with the requirements of fiscal law.

**GovWorks' client agrees to:**

1. Apprise GovWorks of all terms, conditions, and requirements to be incorporated into the contract as necessary to comply with statutes, regulations, and directives that are unique to the client's department or agency.
2. Provide a description of the project that is sufficiently complete, given the particular nature of the acquisition, to meet the requirements of 31 U.S.C. § 1501(a) (1) (B).
3. Follow the guidelines outlined for proper use of Interagency Agreements with non-Department of Defense entities under authorities other than the Economy Act in the Under Secretary of Defense March 2006 memorandum addressing this topic (for DoD clients)
4. Assign a financial point of contact, who:
  - a. in the case of a DoD client, is a "certifying official" as that term is defined at 10 U.S.C. § 2773a(d), to execute all financial documents and certify the legality of the use of the funds for this acquisition per DoD Financial Management Regulation 7000.14-R, volume 5, chapter 33; or
  - b. in the case of a civilian agency client, is a "certifying official" as that term is used in 31 U.S.C. § 3528 to execute all financial documents and certify the legality of the use of the funds for this acquisition.
  - c. will sign or obtain the appropriate agency signature on the GovWorks Interagency Agreement or Military Interdepartmental Purchase Request (MIPR).
  - d. is responsible for accepting unexpended funds upon completion of the project.
  - e. in the case of a DoD agency, will ensure that funding documents contains the following appropriate statement:
    - i. for severable services: *"These funds are available for services for a period not to exceed one year from the date of obligation and acceptance of this order. All unobligated funds shall be returned to the ordering activity no later than one year after the acceptance of the order or upon completion of the order, whichever is earlier"*.
    - ii. for goods: *"I certify that the goods acquired under this agreement are legitimate, specific requirements representing a bona fide need of the fiscal year in which these funds are obligated"*

(Clients using GovWorks are not required to prepare a determination and finding under the Economy Act as defined by FAR § 17.503 or 31 U.S.C. § 1535 because GovWorks operates under the specific authority of section 403 of the Government Management Reform Act of 1994, Pub. L. 103-356.)

5. Provide an Acquisition Project Plan, including an estimated project timeline.
6. Prepare a complete SOW, SOO, set of specifications, or bill of materials, as required. (Acquisitions of services shall be performance-based whenever possible, and the SOO shall include sample performance measures.)
7. Provide an Independent Government Cost Estimate and/or Best Value Determination, as required.
8. Conduct a market survey with the GovWorks Contracting Officer, which includes consideration of small businesses and socio-economic development program fair opportunity goals. (Award credits toward the satisfaction of these goals are returned to the client agency via the appropriate codes provided). Conduct market research when the procurement is a performance-based services acquisition, including one-on-one meetings with potential offerors in advance of preparing the SOO.
9. Ensure that nominated personnel obtain COTR or COR the necessary training for COTR/COR appointment before the award is made and maintain COTR/COR eligibility his requirement applies to COTR/CORs for service contracts of \$100,000 or more or extend longer than one year or if requested by the Contracting Officer. GovWorks

requires COTR/CORs to present a certificate of training from an accredited source that demonstrates the COTR/COR has received a minimum of 40 hours of COTR/COR training within the past two years in order to be eligible for COTRCOR appointment by the Contracting Officer. Contact [COTR@GovWorks.gov](mailto:COTR@GovWorks.gov) for more information.

10. Immediately notify the GovWorks Contracting Officer with the name and contact information of the new responsible individual whenever responsibility for this acquisition has been transferred to another individual COTR/COR or RO.

11. Provide valid quote/proposal evaluation criteria with the assistance of the Contracting Officer.

12. Provide a technical and price or cost evaluation of quotes/proposals, within an agreed timeframe, using the evaluation forms agreed upon by the COTR/COR or Receiving Officer (RO) and the Contracting Officer.

13. Maintain a project manager with assigned duties to affect the prompt completion of work and to report changes of project managers within a reasonable time period.

14. Track, measure, evaluate and report to the contracting officer the performance of all contractors.

15. Ensure that personnel do not issue contract change or make any request to any contractor employee that would deviate from any term or condition of the contract.

16. Act in accordance with the Prompt Payment Act by reviewing invoices within three working days of receipt for acceptability for payment and recommend to the Contracting Officer either acceptance or rejection of goods and services based upon the terms and conditions of the contract. Appoint an alternate trained COTR/COR or RO to review and take action on invoices in the absence of the primary COTR/COR or RO.

17. Use the electronic invoicing system, GovPay to pay the vendor.

18. Cooperate with GovWorks on funds management and transfers for timely disbursement and control of funds, including service charges that may be incurred as follows:

a. An administrative service charge may be imposed when the client cancels the acquisition and elects to deobligate the funds after the acquisition process has begun. This charge may be based on a reasonable estimate of the percentage of the cost of the award and the level of effort performed by GovWorks.

b. In the event the acquisition process does not proceed within a reasonable period of time, GovWorks will retain a 1% service charge and deobligate any funds that have not been reobligated and return the remainder to the client agency following sufficient advance notice.

c. An additional charge equal to any remaining nominal funding after award closeout, shall be treated as part of GovWorks total service charge, to offset administrative costs for managing and tracking funds.

19. Be a good steward of the agency's funds, and to use these funds in compliance with the requirements of fiscal law.

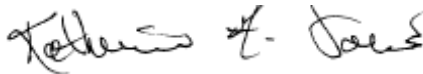
SIGNATURE

Katherine Valtos

Division Chief

GovWorks, National Business Center

Department of the Interior



DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

CLIENT AGENCY \_\_\_\_\_